

Contract no. 1412

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NEGOTIATED AGREEMENT

Between

**BOARD OF EDUCATION
OF FREEHOLD BOROUGH**

And

**FREEHOLD BOROUGH
TEACHERS ASSOCIATION**

**1990 - 1991
1991 - 1992
1992 - 1993**

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PREAMBLE

This agreement entered into this 23rd day of October, 1990 by and between the Board of Education of Freehold Borough, New Jersey, hereinafter called the "Board," and the Freehold Borough Teachers Association, hereinafter called the "Association."

ARTICLE I

Recognition

The Board hereby recognizes the Borough of Freehold Teachers Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for certified personnel in the following categories:

Classroom teachers

Nurses

Social Workers

Librarians

Learning Disability Teacher Consultants

Psychologists

Special teachers:

Speech

Special Education

Art

Music

Physical Education

Industrial Arts

Basic Skills

Librarian Assistants

Teacher Assistants

Secretaries, excluding part time, substitutes and confidential employees. Whenever the word employee is used in this agreement, it means a member of the bargaining unit as described herein unless the context indicates otherwise.

ARTICLE II

Negotiation Procedure

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968 as amended by Ch. 123 P.L. 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin by the Association's delivering its demands to the Board by October 15th of the calendar year preceding the calendar year in which this agreement expires. The parties shall meet to negotiate as required by law no later than November 1st, following the delivery of the written demands. Any agreement so negotiated shall be reduced to writing and signed by the Board and the Association.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of the agreement.

D. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

E. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

Grievance Procedure

A. Definitions

A "grievance" shall mean a complaint by an employee or representative of employees that there has been a misinterpretation, violation or misapplication of Board policy, this Agreement or an administrative decision affecting employees.

A grievance to be considered under this procedure must be initiated by the employee within five (5) work days from the time when the employee knew or should have known of its occurrence. In computing time limits for processing grievances pursuant to this article no days shall be counted after the last day of school for teachers on the calendar and before the first day of school for teachers of the following school year. The foregoing may be altered by mutual agreement of the parties.

"Employee" shall mean any employee in the bargaining unit.

B. Procedure

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of the procedure to appeal

a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Any employee who has a grievance shall discuss it first with his principal or immediate superior or department head, if applicable, in an attempt to resolve the matter informally at that level.

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, her or his representative shall set forth and sign the grievance to the principal specifying:

- a. The nature of the grievance by specifying the contractual article allegedly violated, or the Board policy or administrative decision involved;
- b. The nature and extent of the injury or

DSS;

- c. The results of previous discussions;
- d. His/her dissatisfaction with decisions previously rendered;
- e. The remedy sought.

The principal shall communicate his/her decision to the employee in writing within five (5) working days of receipt of the written grievance.

5. The employee, no later than five (5) work days after receipt of the principal's decision, may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The superintendent shall communicate his/her decision in writing to the employee and the principal.

6. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) working days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools, who shall attach all related papers and forward the

request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the superintendent within ten (10) work days of receipt of the Board's decision, except in the case of a grievance involving any of the following points:

a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter according to law is either beyond the scope of Board authority or limited to action by the Board alone.

b. A complaint of a non-tenure employee which arises by reason of his/her not being re-employed.

c. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

8. a. The following procedure will be used to secure the services of an arbitrator:

1) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

3) If the parties are unable to determine, within ten (10) work days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

b. The arbitrator shall limit himself to issues involving solely the interpretation and application of this agreement. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be advisory upon both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

c. Rights of employees to representation:

1) Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association.

2) When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the principal's written decision made in response to a written grievance shall be given to the Association immediately.

3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievances.

d. The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

ARTICLE IV

Employee Rights

A. Pursuant to Chapter 303, Public Laws 1968, as amended by Ch. 123 P.L. 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations for their mutual aid and protection.

B. No employee shall be prevented from wearing standard identification pins indicating membership in the Association or its affiliates.

C. Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his/her office, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

D. 1. Before any material is placed in an employee's personnel file in the office of the Superintendent or in the office of the Building Principal, the employee shall be so notified in writing and shall be given a copy of the material. An employee shall have a right to place a written

rebuttal in the employee's personnel file. Within five (5) work days of receipt of the material, the employee shall notify the Office of the Superintendent of Schools that a rebuttal will be filed and that the rebuttal shall be delivered to the Office of the Superintendent within fifteen (15) work days of receipt of the material. Failure to so rebut shall cause a forfeiture of the right to rebut. In no event shall there be any rebuttal after fifteen (15) days from the end of the school year.

2. Any employee may request that a letter received from the school's administrative staff be included in that employee's personnel file and such request shall be honored.

3. Employees shall have the right to examine their personnel files in the office of the Superintendent or in the office of the Building Principal by making an advance request for an appointment to do so. Letters of reference shall be excluded from this right of examination and may be kept in a separate sealed envelope. The employee shall be permitted to have one representative present at the time of examination. All articles examined shall be initialed by the examining employee. All persons present, including the Board Staff Representative, shall sign and date a log verifying the examination.

ARTICLE V

Association Rights and Privileges

A. The Board agrees to furnish to the Association, in response to reasonable requests and upon sufficient notice, data which is in the public domain and which the Association reasonably requires to carry on intelligent and informed bargaining.

B. The Association shall have, in each faculty lounge, the exclusive use of a bulletin board.

C. The Association shall have the right to use the interschool mail facilities and school mailboxes as it deems necessary.

D. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided that the permission of the building principal has been secured.

E. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The approval of the principal of the building in question shall be secured in advance of the time and place of all such meetings.

F. School Calendar - Teachers

1. The calendar for teachers employed on a ten (10) month basis shall not exceed 186 days (not including two (2) days for New Jersey Education Association's Convention.)

2. There will be three (3) in-service sessions of two (2) hours each to be held during the school year from 1:00 P.M. to 3:00 P.M.

3. Employees will not be required to make up those days on which school has been closed due to inclement weather, provided the number of student school days does not fall below the 180 days required by the Commissioner of Education.

4. It is agreed that school will be closed at 12:35 P.M. on days of parent-teacher conferences and in-service days for students and teachers. On the last day of the school year, school will close at 12:35 P.M. for students only.

G. School Calendar - Secretaries

1. Secretaries shall commence work no sooner than one (1) week prior to the opening of the schools and

terminate no more than one (1) week beyond the regular closing of schools as controlled by the student calendar.

2. All secretarial employees shall receive holidays as designated on the teacher calendar.

3. Secretaries shall not be required to work when schools are closed for emergencies such as snow closings.

4. Paragraphs (1) and (2) above apply solely to secretaries who were employed as of October 1, 1979. Employees hired subsequent to that date shall have a work year as defined in the following Board policies 426 and 427:

a. Holidays

Holidays for twelve-month, full time employees shall consist of the twelve days agreed to each year, these are to be designated on days when school is closed for students. Current twelve-month secretaries who were employed prior to July 1, 1976 will work the same calendar as the teachers during the academic school year.

b. Vacation

All twelve-month, full-time secretaries receive two weeks vacation. Vacations must be approved in advance by the Superintendent of Schools and must be taken during the Fiscal year, July 1 - June 30. Vacations cannot be carried over from one year to the next without the approval of the Board of Education.

H. School Calendar - Teacher and Librarian Assistants

1. Assistants will either commence work one day before the official opening date of school for the students or terminate one day after the students are present as determined by the administration.

2. Assistants shall receive the holidays that are designated on the teachers' calendar.

3. Assistants shall not be required to work when schools are closed for emergencies such as snow closings. The assistants will not have to make up snow days unless the students are required to make up these days.

ARTICLE VI

Employee Hours and Employee Load

A. Employee Day

1. Check-in procedure - As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities. Employees shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in/sign-out poster.

2. Length of Day

a. Teachers will report according to the following schedule:

P - 8 8:25 A.M. - 3:10 P.M.

Students will report for classes as follows:

P - K A.M. 8:35 A.M. - 11:25 A.M.

P.M. 12:10 P.M. - 3:00 P.M.

1 - 8 8:35 A.M. - 3:00 P.M.

b. Secretaries will report according to the following schedule:

School year: 8:00 A.M. - 4:00 P.M.

Summer hours: 9:00 A.M. - 3:00 P.M.

c. Teacher and Librarian Assistants will report according to the following

schedule:

8:00 A.M. - 3:00 P.M.

8:15 A.M. - 3:15 P.M.

B. Duty Assignments

1. Special teachers i.e., those with no homeroom are subject to duty assignment during the A.M. period of 8:25 A.M. to 8:35 A.M. or in the P.M. period of 3:00 P.M. to 3:10 P.M. Librarians and nurses shall be excluded from this duty.

2. Teachers with a homeroom shall use the periods of 8:25 A.M. to 8:35 A.M. and 3:00 P.M. to 3:10 P.M. to coordinate homeroom, other instructional activities and tasks related to student progress as performed in the past on a non-voluntary basis. No standing and ad hoc committee or faculty meeting will be held during this time.

3. Assignment of duty as outlined above shall be as follows:

a. Assignments will rotate monthly

b. These assignments shall be evenly distributed for each special teacher between an indoor assignment and an outdoor assignment, if such assignments exist.

c. All assignments shall be posted in each faculty room one week prior to being implemented. Each

special teacher shall have the right to select a duty from the list. In the case of two or more special teachers selecting the same duty, the assignment will then be implemented as determined by the administration.

C. Preparation Period

1. The Board guarantees to each teacher five (5) preparation periods of at least 40 minutes duration per week on a one per day basis. The practice of using a regular employee as a substitute is undesirable and shall be discouraged. In the event the administration is not able to secure a substitute, teachers on a preparation period may be assigned to cover the period required. Teachers shall, however, be compensated for the loss of the preparation period by payment of \$10.00 per period in 1990-91 school year AND \$11.00 per period in 1991-92 and 1992-93 school years.

2. Pre-school teachers will have a 25 minute planning period for each session.

3. The Superintendent will undertake to have his/her staff make consistent efforts to secure substitute teachers to the end that regular classroom teachers will not be required to substitute.

D. Lunch Period

1. Teachers in grades K-8 shall have a daily

duty-free lunch period of thirty (30) minutes. During the lunch period, the teachers may leave the building without requesting permission, provided they so notify the building principal.

2. During the period between the conclusion of the A.M. pre-school session and the start of the afternoon or P.M. pre-school session there shall be a minimum forty-five (45) minute period of unassigned duty-free time, which shall include the teacher's lunch break.

3. The Administration shall have the right to assign teachers to lunch duty. Before making any such assignment, however, the administration shall make a request for volunteers. In the event there are a sufficient number of volunteers, the assignment shall be made from the list of volunteers. In the event there are insufficient volunteers, then the shortage shall be filled by assignment. The assignment shall be made from a district wide seniority list as it applies to the building in which the assignment is to be made. Assignments shall be made on a seniority basis in inverse order of seniority, with the least senior teacher being assigned first. Whether the teacher is a volunteer or is assigned, payment shall be made on the basis of \$10.00 per session. Assistants will receive \$5.00 per session.

E. Extra-Curricular Activities

The following extra-curricular activities shall be compensated at the rate of \$1200.00, 1990-91; \$1400.00, 1991-92; \$1600.00, 1992-93: Boys' Basketball, Girls' Basketball, Boys' Soccer, Girls' Soccer, Boys' Softball and Girls' Softball. The following extra-curricular activities shall be compensated at the rate of \$820.00, 1990-91; \$890.00, 1991-92; \$965.00, 1992-93: Intramurals, Cheerleading, Student Council Advisor and Yearbook Advisor.

F. Home Instruction

The rate of pay for teachers who volunteer for home instruction shall be \$16.30 in the 1990-91 school year, \$17.80 in the 1991-92 school year and \$19.40 in the 1992-93 school year.

G. It is understood that the length of the lunch hour and the length of the teacher's work day has been negotiated and that the Board of Education will not unilaterally change, alter or modify their respective lengths during the term of this Agreement.

H. Faculty Meetings

a) Teachers may be required to remain two days a month after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings. Such meetings shall begin no

later than five (5) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. Teachers shall receive 48 hours advance notice of the meeting and its agenda (except in the event of an emergency.) Teachers shall have the right to suggest topics for subsequent meetings.

b) Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school. Persons taking courses on file in the Superintendent's office will be excused from attendance at meetings if a conflict arises.

c) During the month of December, and the months in which the Easter and (if the calendar calls for) mid-winter recesses occur, faculty meetings shall be limited to one.

d) Written curriculum work shall not be performed during regularly scheduled faculty meetings. However, input for the Curriculum Development Committee and review of the work of said Committee may be performed.

I. Curriculum Development Committee

1) The District will post its needs for persons to serve on a curriculum development committee.

2) The Superintendent of Schools, at his/her sole discretion, shall determine whether persons so

volunteering to serve, are qualified and possess the desired experience.

3) If there are such qualified and experienced teacher volunteers, they will be utilized before any involuntary assignments are made.

4) If there are no volunteers, or an insufficient number of volunteers deemed to be qualified and possessing the desired experience, the Superintendent may assign teachers to so serve.

5) Any involuntary assignments shall be limited to one such assignment during the school year.

6) The hourly stipends for such services are \$15.00 in the 1990-91 school year; \$18.00 in the 1991-92 school year; and \$21.00 in the 1992-93 school year.

7) That the function of the Curriculum Committee shall be to review literature and current research, write philosophy, goals, objectives, activities and curriculum evaluation procedures.

8) Any curricular work, as defined above, which occurs during the monthly faculty meetings or other professional meetings during the teacher's contractual time, shall be subject to compensation.

ARTICLE VIII

Salaries

A. The salaries of all employees covered by this agreement are set forth in Schedules "A", "B", "C", and "D" which are attached hereto and made a part hereof.

B. 1. Teachers and secretaries employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments or twenty-four (24) semi-monthly installments.

2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their final checks on the last working day in June, whenever possible.

3. Employees shall receive their final checks on the last working day in June, whenever possible.

4. Employees may individually elect to have a part of their monthly salary deducted from their pay. Those funds shall be forwarded to the employees credit union (Mon-Oc).

ARTICLE VII

Employment

A. The Board agrees to hire only teachers holding certificates issued by the New Jersey State Board of Examiners for every teacher assignment.

B. 1. Whenever possible, tenure employees shall be notified of their contract and salary status for the ensuing year no later than April 1st of the contract year.

2. The Board of Education agrees to notify a non-tenure employee of his/her contract and salary status by April 30th of the contract year. In the event no decision has been reached for a non-tenure employee by that date, he/she will be so notified.

3. Credit up to the final step of any salary level on the Teacher's and Secretary's Salary Schedule may be given for previous outside employee experience in a duly accredited school upon employment in accordance with the provisions of Schedule A. Additional credit for military experience as required by the Selective Service System shall be granted for up to four (4) years.

ARTICLE IX

Employee Assignment

A. Whenever possible, teachers shall not be assigned outside the scope of their certificates and/or major and minor fields of study.

B. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the prevailing rate per mile for all driving done after arrival at the first location at the beginning of their workday.

ARTICLE X

Transfers, Reassignments and Promotions

A. 1. Prior to close of school in June, the Superintendent shall post at the sign-in/sign-out locations and in all faculty rooms, a list of the teacher vacancies which shall occur during the following school year.

2. Employees who wish to be considered for these openings shall, within one week after a vacancy has been posted, make their interest known to the Superintendent in writing.

3. The Superintendent shall notify all applicants of the action taken on their applications as soon as reasonably possible after a decision has been reached.

B. 1. Except in cases of emergency and/or in cases where a vacancy must be filled immediately, the Superintendent shall post at sign-in/sign-out locations and all faculty rooms, teacher vacancies as they occur which must be filled during the current school year. Applications for these positions shall be submitted in accordance with the procedure established in Paragraph A. above. Applicants shall be notified of the action taken on their applications as soon as reasonably possible after a decision has been reached.

2. Any teacher or secretary who wishes to be transferred or otherwise reassigned to a position for which no vacancy notice has been posted may file a written statement of

such desire with the Superintendent. Said statement may be filed at any time during the school year and the request shall remain under consideration for the balance of that school year. Statements of request for transfers or reassessments should include the grade and/or subject to which the employee desires to be assigned, and the school or schools to which he desires to be transferred, in order of preference.

3. The Board agrees to give due consideration to the professional background and attainments of all applicants under this article.

C. Teacher Evaluation

1. Each non-tenure teacher shall be observed and evaluated in accordance with the provisions of N.J.S.A. 18A:27-3.1 (L. 1975, C.132) and its implementing administrative regulations as they may be amended from time to time.

2. The classroom observations shall be performed by persons certified as supervisors by the State of New Jersey Department of Education and their names shall be given to employees at the beginning of the school year.

3. The result of each classroom observation shall be reduced to writing and a copy of same shall be given to the teacher involved within at least five (5) work days of the observation and at least one (1) day before the required conference to discuss it.

4. The teacher involved shall have the right to make a written rebuttal of any such report provided the rebuttal is submitted within fifteen (15) work days of receipt by the teacher of the report.

5. The teacher involved shall affix his signature to the report. The signature shall indicate only an awareness of the report and does not indicate agreement with its content.

6. The observation report shall not be submitted to the Central Office or be placed in the teacher's file until after a conference has been scheduled and held with the teacher to discuss it, provided that if a conference is postponed by the teacher on more than one occasion without good cause, the observation report may nonetheless be placed in the teacher's personnel file.

7. The final evaluation of a teaching staff member shall be concluded before severance and no document or materials of any evaluative nature shall be placed in the teacher's personnel file after severance of the employment relationship.

D. Secretaries Evaluation

Evaluation of all secretaries will be done in writing at least once each year. A copy of the evaluation will be given to the person evaluated.

ARTICLE XI

Employee Facilities

A. The following facilities shall be provided:

1. Space in each classroom in which teachers may store instructional materials and supplies.

2. A serviceable desk and chair for the use of each teacher.

3. Adequate and free off-street parking facilities will be supplied where possible.

4. A dictionary for each classroom.

B. Where possible, and to the extent that facilities and other relevant conditions permit, the Board agrees to provide the following facilities:

1. A faculty lounge and work area. This room shall be appropriately furnished in a manner consistent with its dual purpose, and shall be reserved, during school hours, for the exclusive use of employees.

2. Copies exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

C. The Board agrees that the Association shall have the right to arrange for the installation of pay telephones and vending machines, with the approval of the building principal, in each faculty lounge, provided the Teachers Association assumes complete financial and management responsibilities.

Responsibility for such facilities, should they be installed, shall rest solely with the Freehold Borough Teachers Association.

ARTICLE XII

Educational Council

A. A joint Educational Council, consisting of two (2) representatives of the Association and two (2) representatives appointed or approved by the Board of Education shall be established. The Council shall meet upon request of either party to review and discuss current school concerns, programs and practices, as well as other items of mutual concern.

B. The primary function of the Educational Council shall be to recommend for Board consideration the establishment of policies and practices pertinent to the items suggested in Paragraph A above. In preparing their recommendations for Board consideration, the Council shall provide for majority and minority reports, if any, pertaining to its recommendations.

C. Nothing in this Article shall be interpreted to prevent the Educational Council from consulting or adding to its number such employees, professional advisors, parents, students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

ARTICLE XIII

Sick Leave

A. All teachers and ten (10) month secretaries shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Twelve (12) month secretaries shall be entitled to twelve (12) sick leave days which shall be cumulative.

C. Teacher and Librarian Assistants shall be entitled to ten (10) sick leave days, which shall be cumulative.

ARTICLE XIV

Temporary Leaves of Absence

A. Teachers secretaries and librarian assistants shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the applicant's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section.

a. Personal leave under this policy may not be taken before or after a holiday except in an emergency or in extenuating circumstances. The Superintendent shall have sole discretion to grant a personal day before or after holidays for reasons of emergencies or extenuating circumstances.

b. Personal leave under this policy may not be taken on consecutive days without the employee's stating in writing the reason for same and securing approval from the principal and the superintendent.

c. Payment for unused personal days shall be at the rate of \$60.00 for each unused day. Payment will be made in July for the previous school year.

2. Up to three (3) consecutive work days, including the day of interment or cremation, at any one time in the event of death of an applicant's spouse, child, parents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandparents, grandchild, aunt, uncle, and any other member of the immediate household.

3. Other leaves of absence with pay may be granted by the Board for good reason.

B. Teacher assistants shall be entitled to the following temporary non-accumulative leaves of absence with pay each school year:

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. The procedure shall be the same for teacher assistants as for teachers, secretaries and librarian assistants. (See above)

2. a) Up to three (3) consecutive work days shall be allowed in the case of the death of a mother, father, spouse, child, grandparent, grandchild, brother, sister or any other member of the employee's immediate household.

b) Up to two (2) consecutive work days, including the day of interment or cremation, at any one time in the event of death of an applicant's brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, aunt and uncle.

C. Leaves taken pursuant to Section A and B above shall be in addition to any sick leave to which the applicant is entitled.

ARTICLE XV

Extended Leaves of Absence

A. Military Leave

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment as provided by law. Upon return from military leave, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. Time spent on military leave shall not, however, count toward the fulfillment of the time requirements for acquiring tenure.

B. Maternity Leave

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers and secretaries on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities, as set forth in N.J.S.A. 18A: 30-1 et seq. and the rules regulations and policy statements and this Agreement.

2. It is recognized that an applicant's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period

of time, both prenatal and postnatal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee which follows the disability phase during which time the applicant voluntarily suspends her career to care for the newborn child.

a. Disability Phase. Any tenured or non-tenured applicant seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of application, which shall be made from sixty (60) days' notice to the Board, the applicant shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any applicant to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the applicant's and Board's physicians may be treated as compensable sick leave time at the option of the employee.

b. Child Care Phase. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the tenured applicant shall be granted, at her

discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year. Any further extensions of child care leave shall be discretionary with the Board of Education. The Board need not grant or extend the leave of absence of any non-tenured applicant beyond the end of the contract school year in which leave is obtained.

3. Any person returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured employee who would not otherwise have been granted tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

4. No tenured or non-tenured employee shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any employee after birth of her child to produce a

certificate from her physician showing that she is physically capable of resuming her duties.

C. Sabbatical Leave

1. Sabbatical leave without pay shall be granted to any tenured employee of the Board for study, including study in another educational area of specialization, for travel that would improve the employee's skills or for other reasons of value to the school system.

2. Sabbatical leave will be granted to no more than four (4) tenured employees during one school year.

ARTICLE XVI

Maintenance of Classroom Control and Discipline

A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the principal and presented to each employee at the start of each school year.

B. Protection of Employees

The Board agrees that the right to protection as guaranteed by law shall be honored.

ARTICLE XVII

Insurance Protection

A. 1. The Board shall provide and will pay the full premium for all teachers, secretaries and librarian assistants and their families for the following health care insurance protection under Connecticut General Hospital Program:

- a. Hospitalization and surgical insurance
- b. Rider J (or its equivalent)
- c. Major medical
- d. A \$2.00/\$5.00 co-pay family prescription coverage for all teachers, secretaries, and librarian assistants at a cost of \$15.50 per month for 1990-92. This amount shall be increased to \$18.00 for the 1992-93 school year.

e. The Board shall pay the following amounts per month per employee for dental coverage:

1990-91 school year - \$17.37;

1991-92 school year - \$18.85;

1992-93 school year - \$20.35.

Family dental beyond the amount specified may be purchased at the employee's cost if 75% of all employees

participate, and if available.

2. The Board shall provide and will pay the full premium for all teacher assistants for the following health care insurance protection under Connecticut General Hospital Program. The premium will be for employee only.

a. Hospitalization and surgical insurance
b. Rider J (or its equivalent)
c. Major medical
d. A \$2.00/\$5.00 co-pay employee only prescription coverage for all teacher assistants at a cost of \$15.50 per month for 1990-92. This amount shall be increased to \$18.00 for the 1992-93 school year.

e. The Board shall pay the following amounts per month per employee for dental coverage:

1990-91 school year - \$17.37;

1991-92 school year - \$18.85;

1992-93 school year - \$20.35.

Family dental beyond the amount specified may be purchased at the employee's cost if 75% of all employees participate, and if available.

3. The Board may select a carrier of its choice, however, under no circumstances shall benefits be less than those presently in effect.

4. The Board agrees to request the carrier to

provide each covered employee with a description of the health care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage as listed above.

5. In the event either or both of the CAP'S herein established for the Dental or Prescription benefit shall be insufficient to meet the actual employee only premium, the difference between the CAP and the actual cost shall be deducted monthly from the individual's salary check.

6. Any monies from the monthly CAPS not expanded by the district for premiums covering the individual employee be allocated toward the premium of the employee's dependents.

7. Assistants shall be eligible to purchase any family insurance coverage, if they so choose, at their own cost and expense by paying the excess amount over the employees only premium.

ARTICLE XVIII

Terminal Leave

A. Upon retirement, all secretaries and teachers shall be entitled to receive retirement pay based upon accumulated sick leave unused at time of retirement. The amount of pay shall be computed on the rate of the retiring person's pay in the year of retirement. Payment shall be made for one (1) day of every four (4) days for unused and accumulated sick leave.

B. In order to qualify for this pay, the covered employee must give the Board written notice of intention to retire by November 15 of the school year in which retirement is to take place.

C. In the case of an eligible employee's death as designated by the TPAF, their estate shall receive full payment of this benefit as accrued by the employee.

D. For the duration of this contract, there shall be a cap of \$6200.00 on any amount payable under this article.

ARTICLE XIX

Tuition Reimbursement

Teachers shall be eligible for tuition reimbursement for graduate courses taken at approved schools. Reimbursement shall be made under the following conditions.

1. Approval of the course to be taken must be obtained from the Superintendent of Schools prior to starting the course.

2. Courses will not be approved unless they are a part of a planned program leading to a definite educational objective related to the assigned position of the applicant, or the courses must be directly related to the individual's professional needs as determined by his assigned position.

3. All courses eligible for tuition reimbursement must be successfully completed with a grade of B or better.

4. Reimbursement shall be limited to a maximum of fifteen (15) credits in any fiscal year (July 1 - June 30) and will be paid only after the teacher has established satisfactory completion of the requirements including the filing of transcripts in the Office of the Superintendent of Schools. Tuition reimbursement will be at the N.J. State College rates.

5. Payment for successful completion of approved courses will be made upon submission of the grade for the course taken.

6. It is understood that no tuition shall be reimbursed by the Board of Education if the applicant is being reimbursed by any other source or agency.

ARTICLE XX

Reduction in Force

It is understood that in any reduction in force, the Board of Education is bound by the Provisions of Title 18A.

ARTICLE XXI

Fair Dismissal

It is understood that the Board of Education, in making dismissals, is bound by Title 18A and the decisions thereunder.

ARTICLE XXII

Back to School Night

1. Teachers agree to attend one (1) Back to School Night annually which shall have a duration of 7:30 P.M. to 9:30 P.M.
2. The night is to be scheduled at the convenience of the Board after consultation with the Association and the date shall be placed in the School Calendar.

ARTICLE XXIII

Parent-Teacher Conference

1. All teachers shall attend two (2) evenings annually (one during each semester) for Parent-Teacher Conferences.

2. Such conferences shall be scheduled between the hours of 7:00 P.M. and 9:30 P.M. on days designated in the School Calendar as Parent-Teacher Conference Day.

3. No teacher shall be required to remain after the last regularly scheduled conference has been completed.

4. On scheduled conference days, teachers who have conferences shall be dismissed at 12:35 P.M. If all the parents of any individual teacher prefer daytime conferences so that no evening conferences are to be scheduled by Administration , then the teacher will remain at school during the day to fulfill that teacher's Parent-Teacher obligation instead of returning to attend during the evening.

ARTICLE XXIV

Representation Fee

A. All non-association members shall pay the equivalent of 85% of the Unified Association member dues.

B. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.5

2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.6

3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each nonmember. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

4. A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

C. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such teachers, in accordance with paragraph D below, of the

full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

D. Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paychecks:

1. In November, or
2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

E. On or about the last day of each month beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include

names, job titles and dates of employment for all such employees.

F. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this article.

ARTICLE XXV

Management Rights Clause

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.

2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees; to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as

deemed necessary or advisable by the Board.

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. Where the Board has adopted procedures in the above areas the Board will follow said procedures.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of teachers and other employees with respect thereto.

6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

B. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other

national, state, county, district, or local laws or regulations as they pertain to education.

Second and third grade students in the following schools have access to their parents the information concerning the educational activities and interests of their children and the educational needs of their children. This information is to be used by parents in determining their child's educational needs and interests and in making educational decisions concerning their child's education. The following schools have been designated as having the right to provide this information to parents:

Elementary Schools: 1. All public and private elementary schools in the state.

High Schools: 2. All public and private secondary schools in the state.

Community Colleges: 3. All public and private community colleges in the state.

Technical Schools: 4. All public and private technical schools in the state.

Universities: 5. All public and private universities in the state.

Other Educational Institutions: 6. All other educational institutions in the state.

The following schools have been designated as having the right to provide this information to parents:

Elementary Schools: 1. All public and private elementary schools in the state.

High Schools: 2. All public and private secondary schools in the state.

Community Colleges: 3. All public and private community colleges in the state.

Technical Schools: 4. All public and private technical schools in the state.

Universities: 5. All public and private universities in the state.

Other Educational Institutions: 6. All other educational institutions in the state.

ARTICLE XXVI

Miscellaneous Provisions

A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. All costs incurred in the printing of the contract will be paid in full by the Board within thirty (30) days after the Agreement is signed and presented to all employees employed for the coming year.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so at the following addresses:

1. If by Association, to Board at 280 Park Avenue.

2. If by Board, to Association at 280 Park
Avenue.

~~ARTICLE XXI~~
~~Motion to rescind resolution~~

ARTICLE XXVII

Duration of Agreement

A. This Agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1993 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its Negotiations Chairperson and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first written above.

FREEHOLD BOROUGH TEACHERS
ASSOCIATION

ATTEST:

Christine W. Giunta
Christine W. Giunta,
Secretary

By: Barbara L. Freeman
Negotiations Chairperson

FREEHOLD BOROUGH
BOARD OF EDUCATION

ATTEST:
By: Bruce Farmer
President

Leonard B. Williams
Leonard B. Williams,
Secretary

1990-91 TEACHERS SALARY GUIDE

89/90 STEP	90/91 STEP	BA	MA	MA + 30
	A	22782	24517	26252
A	B	23382	25117	26852
B	C	24182	25917	27652
C	D	24782	26517	28252
D	E	25407	27142	28877
E	F	26107	27842	29577
F	G	26907	28642	30377
G	H	28632	30367	32102
H	I	30132	31867	33602
I	J	31432	33167	34902
J	K	32082	33817	35552
K	L	33382	35117	36852
L	M	35182	36917	38652
M	N	37882	39617	41352
N	O*	42633	44368	46103
O	O	44000	45735	47470

Longevity: \$350.00 after 15 years

 \$350.00 after 20 years

1991-92 TEACHERS SALARY GUIDE

89/90 STEP	90/91 STEP	91/92 STEP	BA	MA	MA + 30
		A	23911	25686	27461
	A	B	24511	26286	28061
A	B	C	25211	26986	28761
B	C	D	25911	27686	29461
C	D	E	26611	28386	30161
D	E	F	27086	28861	30636
E	F	G	28086	29861	31636
F	G	H	29186	30961	32736
G	H	I	30911	32686	34461
H	I	J	32461	34236	36011
I	J	K	34336	36111	37886
J	K	L	35786	37561	39336
K	L	M	37086	38861	40636
L	M	N	40586	42361	44136
M	N	O	45500	47275	49050
N	O	O	47000	48775	50550
O	O	O	47000	48775	50550

Longevity: \$350.00 after 15 years

 \$350.00 after 20 years

1992-93 TEACHERS SALARY GUIDE

89/90 STEP	90/91 STEP	91/92 STEP	92/93 STEP	BA	MA	MA + 30
			A	25073	26873	28673
			A	25673	27473	29273
		A	B	26373	28173	29973
A	B	C	D	27123	28923	30723
B	C	D	E	27873	29673	31473
C	D	E	F	28773	30573	32373
D	E	F	G	29448	31248	33048
E	F	G	H	30648	32448	34248
F	G	H	I	31998	33798	35598
G	H	I	J	33773	35573	37373
H	I	J	K	35673	37473	39273
I	J	K	L	37848	39648	41448
J	K	L	M	39098	40898	42698
K	L	M	N	41198	42998	44798
L	M	N	O	48525	50325	52125
M	N	O	O	50050	51850	53650
N	O	O	O	50050	51850	53650
O	O	O	O	50050	51850	53650

Longevity: \$350.00 after 15 years

 \$350.00 after 20 years

SALARY GUIDE SECRETARIES

STEP	1990-91	1991-92	1992-93
A	13,750	15,400	16,560
B	14,800	16,500	17,860
C	16,500	17,800	19,860
D	17,550	18,900	21,160
E	18,600	20,000	22,460
F	19,850	21,550	23,760
G	21,100	23,100	25,060

Longevity: \$200.00 after 7 years

\$200.00 after 13 years

1. Tuition reimbursement for job related courses as directed by administration.
2. Ten month secretaries receive per diem salary when requested to work during summer months. This salary to be based on salary for new contract year beginning July 1st.

Twelve month secretaries' summer vacations:

1-5 years - 2 weeks

6-10 years - 3 weeks (two weeks in summer and one week at winter or spring recess)

SALARY GUIDE LIBRARIAN ASSISTANT

1990-91	17,307
1991-92	18,848
1992-93	20,452

SALARY GUIDE TEACHER ASSISTANTS

STEP	1990-91	1991-92	1992-93
A	8,200	9,532	10,682
B	8,744	10,032	11,182
C	10,850	11,350	12,710
D	11,950	13,150	14,325

Longevity: \$200.00 after 7 years

 \$200.00 after 13 years

SCHEDULE D